

MAR 24 1969 - 12 45 PM

INTERSTATE COMMERCE COMMISSION  
SECOND AMENDMENT TO LEASE  
(P.C. Trust No. XII)

This Second Amendment to Lease dated as of January 22, 1969 between D. E. Mundell and Ben Maushardt not in their individual capacities but solely as Trustees under a Trust Agreement dated as of October 10, 1968 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent"), and PENN CENTRAL COMPANY, a Pennsylvania corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor, the Lessee and the Agent are parties to that certain Lease dated as of October 10, 1968 (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad equipment more fully described in Schedules 1, 2 and 3 attached to said Lease; and has been deposited in the office of the Registrar General of Canada, on the 10th day of December, 1968; and

WHEREAS, the Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on November 29, 1968 and has been assigned Recordation No. 6008 ; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend said Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that the following language be and hereby is added at the end of the first sentence of Section 6.3:

"; provided, however, that such indemnities and assumption of liability shall not apply in respect of any matters referred to in subsection (a) or clause (i) or (ii) or subsection (b) of Section 6.1 hereof, occurring after the termination of this Lease, except for any such matters occurring after the termination arising in connection with the Lessee's assembling, delivering, storing or transporting of the Equipment as provided in Sections 13 or as the case may be, 15, hereof. The foregoing does not guarantee a residual value."

(P.C. Trust No. XII)

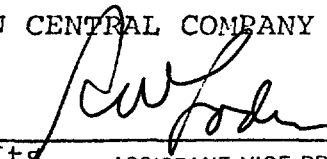
This Second Amendment to Lease shall be binding upon and shall inure to the benefit of the Lessor, the Lessee and the Agent and their respective successors and assigns. This Second Amendment to Lease may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

D. E. Mundell and Ben Maushardt  
Trustees under a Trust Agreement  
dated October 10, 1968

By   
LESSOR

PENN CENTRAL COMPANY

By   
Its ASSISTANT VICE PRESIDENT  
LESSEE

(Corporate Seal)

Attest:

  
Assistant Secretary

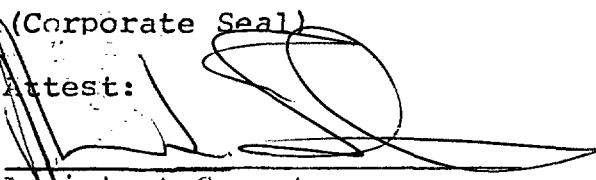
UNITED STATES LEASING  
INTERNATIONAL, INC.

By   
Its Vice President

AGENT FOR LESSOR

(Corporate Seal)

Attest:

  
Assistant Secretary

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
) ss.  
)

On this 10th day of February, 1969, before me personally appeared W. H. Ruskaup, to me personally known, who being by me duly sworn, says that he is the Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donna L. Armstrong

(Seal)

My commission expires:  
November 3, 1970

STATE OF PENNSYLVANIA

COUNTY OF PHILADELPHIA

)  
) ss.  
)

On this 19<sup>th</sup> day of February, 1969, before me personally appeared R. W. LODER, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of PENN CENTRAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William J. O'Neill

WILLIAM J. O'NEILL

Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires June 26, 1972.

(Seal)

My commission expires:

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
)  
)

ss.

On this 10th day of February, 1969, before me personally appeared D. E. Mundell, to me known to be one of the persons described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Donna L. Armstrong

(Seal)

My commission expires:  
November 3, 1970